**Terms and Conditions of Use**

**1. Terms**
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This website is owned and operated by Flash Drive Motors, LLC (hereafter “Flash Drive”, “Our”, “We”, “Us”, or “Company”). Our principal place of business is located at 20201 Cameron Rd. Coupland, TX 78615.

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You may use the Site for lawful purposes only. You agree to use the Site for legitimate purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

**2. Use License**

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(iii) attempt to decompile or reverse engineer any software contained on Our web site;
(iv) remove any copyright or other proprietary notations from the materials; or
(v) transfer the materials to another person or "mirror" the materials on any other server.

(b) This license shall automatically terminate if you violate any of these restrictions and may be terminated by [Web Site Name] at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

**3. Intellectual Property**

The Platforms and Services contain intellectual property owned by the Company (“Company’s Intellectual Property”) and by third-parties that licensed the content to us (“Third-Party Licensed Intellectual Property”), including, without limitation, all images, text, designs, graphics, logos, trademarks and service marks are owned by and property of The Flash Drive Motors, LLC, or the properly attributed party. It is a violation of federal law to use any of Our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should We choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

You may NOT use Our intellectual property in any way, which includes republishing any text, image, design or other property on another website, or posting a quote or image from Our site to any third-party website including social media. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in anyway exploit in any format whatsoever any of the Site or Service content, in whole or in part without our prior written consent. You may not: establish: (i) a hyperlink, including a deep link, to any page or location on the Platforms/Services; or (ii) a frame containing any portion of the Platforms/Services, on any other website or text document with hyperlink capabilities without the express written permission of the Company; copy such content onto your or any other website or publication; or direct any other person to do any of the foregoing. We reserve the right to immediately remove your access to our Platforms and Services, without refund, if you are found to be violating this Intellectual Property Policy. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

**4. Disclaimer**
Our website and related materials are provided for educational and informational use only. You agree to indemnify and hold harmless Our website and company for any direct or indirect loss or conduct incurred as a result of Your use of Our website and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

The materials on Our web site are provided “as is”. We makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, We do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

While We may reference certain results, outcomes or situations on this website, You understand and acknowledge that We make no guarantee as to the accuracy of third party statements contained herein or the likelihood of success for You as a result of these statements or any other statements anywhere on this website. We expressly disclaim any and all responsibility for any actions or omissions You choose to make as a result of using this website, related materials, products, courses or the materials contained herein.

This website is updated on a regular basis and while We try to make accurate statements in a timely and effective manner, We cannot guarantee that all materials and related media contained herein are entirely accurate, complete or up to date. You expressly acknowledge and understand that any information or knowledge You gain as a result of using this website is used at Your own risk. If You should see any errors or omissions and would like to let us know, please email us at info@flashdrivemotors.com.

**4. Limitations**
In no event shall Flash Drive or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Our Internet site, even if Our website or an authorized representative of Flash Drive has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

**5. Revisions and Errata**
The materials appearing on Our web site could include technical, typographical, or photographic errors. We do not warrant that any of the materials on its web site are accurate, complete, or current. We may make changes to the materials contained on its web site at any time without notice. We do not, however, make any commitment to update the materials.

**6. Links**
We have not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Flash Drive of the site. Use of any such linked web site is at the user's own risk.

**7. Site Terms of Use and Modifications**
To access or use the site, you must be 18 years or older and have the requisite power and authority to enter into these terms and conditions. Children under the age of 18 are prohibited from using this site or service. In order to access the Platforms, you must obtain access to the World Wide Web through devices that access web-based content and pay any service fees associated with such access. We reserve the right to modify, suspend or discontinue, whether temporarily or permanently, the Platforms (or any part thereof) for any reason and without notice. You agree that Company shall not be liable to you or to any third party for any modification, interruption, suspension or discontinuance of the Platforms. We are not responsible for delay or failure of our performance of any of the features of the Platforms caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions. We may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

**8. Governing Law**
This Agreement shall be construed in accordance with, and governed by, the laws of Texas. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Travis County, Texas. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

**9. Termination**
If at any time We feel You have violated these Terms and Conditions, then We shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Our sole discretion to allow any user’s access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

**10. Dispute Resolution**If a dispute arises under these Terms of Service, we agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Provo, Utah. Any costs and fees associated with the mediation, other than attorney fees, will be shared equally by the both of us.

If the dispute is not resolved within thirty (30) calendar days after it is referred to the mediator, it shall be settled exclusively by submitting to binding arbitration in Austin, Texas. A party electing arbitration must initiate proceedings by filing an arbitration demand with the American Arbitration Association (AAA). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

If any court action is necessary to enforce these Terms of Service, the prevailing party will be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled.

**11. Effect of Headings**
The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

**12. Entire Agreement**This Agreement constitutes the entire agreement between You and Flash Drive Motors pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us pertaining to the Site and Service. No waiver of any of the provisions of this Agreement by Flash Drive Motors shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Us.

**13. Severability**If any part of these terms and conditions or Our privacy policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

**14. Limitation of Liability and Indemnification**
You agree that under no circumstances shall we be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of the Site or Service. Flash Drive Motors is not liable for damages in connection with (i) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure; (ii) loss of revenue, anticipated profits, business, savings, goodwill or data; and (iii) third party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability. In those states that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law.

You shall indemnify and hold Us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys’ fees, arising out of any breach by You of any of these terms and conditions, or any use by You of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to You, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

The Company may share the successful results of the Company, its users, or customers on the Platforms and Services. Such examples are not to be interpreted as a promise or guarantee, verbally or in writing, regarding your results, future earnings, business profit, marketing performance, audience growth, or results of any kind. By accessing the Platforms and/or Services, you accept, agree and understand that you are fully responsible for your progress and results from your participation. We do not guarantee that you will get any results using any of our ideas, tools, strategies or recommendations, and nothing in our Platforms and/or Services is a promise, warranty or guarantee to you of such results.

**15. Consent**

By using this website, You hereby consent to these Terms and Conditions of Use.

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